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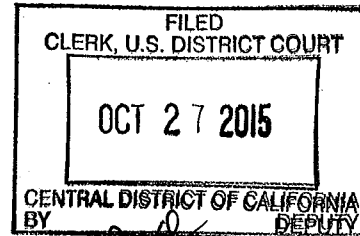
15 Attorneys for Plaintiff Sharon T.

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 SHARON T., an individual,
19 Plaintiff,
20 v.

21 NEW DIRECTIONS, INC., a non-profit
organization; A COMMUNITY OF
22 FRIENDS, a non-profit organization;
JOHN STEWART COMPANY, a
23 California Corporation; UNIFIED
PROTECTIVE SERVICES, INC., a
24 California corporation; GEOGERY
WILLIAMS; MAURO PRADO; and Does
1-50,
25 Defendants.

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Case No. 2:15-cv-04239-SVW-E

**STIPULATED PROTECTIVE
ORDER**

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential or private health, personal and other information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and
6 petition the court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all disclosures or
8 responses to discovery and that the protection it affords from public disclosure and use
9 extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. The parties further acknowledge, as set
11 forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the court to file material under seal.

15 2. DEFINITIONS

16 2.1. Challenging Party: a Party or Non-Party that challenges the designation
17 of information or items under this Order.

18 2.2. "CONFIDENTIAL" Information or Items: information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for protection
20 under Federal Rule of Civil Procedure 26(c), HIPAA, or any other applicable statute
21 or rule protecting a Party's confidentiality or privacy.

22 2.3. Counsel: Counsel of Record (as well as their support staff).

23 2.4. Designating Party: a Party or Non-Party that designates information or
24 items that are produced in disclosures or in responses to discovery as

25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
26 ONLY."
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28

1 2.5. Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

2.6. Expert: a person with specialized knowledge or experience in a matter
pertinent to the litigation who has been retained by a Party or its Counsel to serve as
an expert witness or as a consultant in this action.

2.7. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
Information or Items: extremely sensitive or private “Confidential Information or
Items,” that has been maintained as confidential by the Designating Party or by the
Producing Party.

12 2.8. Non-Party: any natural person, partnership, corporation, association,
13 government agency, or other legal entity not named as a Party to this action.

14 2.9. Party: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and Counsel.

2.10. Producing Party: a Party or Non-Party that produces Disclosure or
Discovery Material in this action.

2.11. Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

22 2.12. Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.”

25 2.13. Receiving Party: a Party that receives Disclosure or Discovery Material
26 from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or extracted
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties
6 or their Counsel that might reveal Protected Material. However, the protections
7 conferred by this Stipulation and Order do not cover the following information: (a)
8 any information that is in the public domain at the time of disclosure to a Receiving
9 Party or becomes part of the public domain after its disclosure to a Receiving Party as
10 a result of publication not involving a violation of this Order, including becoming part
11 of the public record through trial or otherwise; and (b) any information known to the
12 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
13 disclosure from a source who obtained the information lawfully and under no
14 obligation of confidentiality to the Designating Party. Any use of Protected Material at
15 trial shall be governed by a separate agreement or order.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition shall be
20 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or
21 without prejudice; and (2) final judgment herein, including with respect to both (1)
22 and (2), the completion and exhaustion of all appeals, rehearings, remands, trials, or
23 reviews of this action, including the time limits for filing any motions or applications
24 for extension of time pursuant to applicable law.

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1. Exercise of Restraint and Care in Designating Material for Protection.

27 Each Designating Party must take care to limit any such designation to specific
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1 material that qualifies under the appropriate standards. To the extent it is practical to
2 do so, the Designating Party must designate for protection only those parts of material,
3 documents, items, or oral or written communications that qualify – so that other
4 portions of the material, documents, items, or communications for which protection is
5 not warranted are not swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper
8 purpose (*e.g.*, to unnecessarily encumber or retard the case development process or to
9 impose unnecessary expenses and burdens on other parties) expose the Designating
10 Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection at all or do not qualify for the
13 level of protection initially asserted, that Designating Party must promptly notify all
14 other parties that it is withdrawing the mistaken designation.

15 5.2. Manner and Timing of Designations. Except as otherwise provided in
16 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (*e.g.*, paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
25 contains protected material. If only a portion or portions of the material on a page
26 qualifies for protection, the Producing Party also must clearly identify the protected
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1 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
2 each portion, the level of protection being asserted.

3 A Party or Non-Party that makes original documents or materials available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which material it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
8 inspecting Party has identified the documents it wants copied and produced, the
9 Producing Party must determine which documents, or portions thereof, qualify for
10 protection under this Order. Then, before producing the specified documents, the
11 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains
13 Protected Material. If only a portion or portions of the material on a page qualifies for
14 protection, the Producing Party also must clearly identify the protected portion(s)
15 (e.g., by making appropriate markings in the margins) and must specify, for each
16 portion, the level of protection being asserted.

17 (b) for testimony given in deposition or in other pretrial or trial
18 proceedings, that the Designating Party identify on the record, before the close of the
19 deposition, hearing, or other proceeding, all protected testimony and specify the level
20 of protection being asserted. When it is impractical to identify separately each portion
21 of testimony that is entitled to protection and it appears that substantial portions of the
22 testimony may qualify for protection, the Designating Party may invoke on the record
23 (before the deposition, hearing, or other proceeding is concluded) a right to have up to
24 30 days from the receipt of the deposition transcript to identify the specific portions of
25 the testimony as to which protection is sought and to specify the level of protection
26 being asserted. Only those portions of the testimony that are appropriately designated
27 for protection within the 30 days from receipt of the deposition transcript shall be

1 covered by the provisions of this Stipulated Protective Order. Alternatively, a
2 Designating Party may specify, at the deposition or up to 30 days from receipt of the
3 deposition transcript if that period is properly invoked, that the entire transcript shall
4 be treated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
5 EYES ONLY."

6 Parties shall give the other parties notice if they reasonably expect a deposition,
7 hearing or other proceeding to include Protected Material so that the other parties can
8 ensure that only authorized individuals who have signed the "Acknowledgment and
9 Agreement to Be Bound" (Exhibit A) are present at those proceedings. The use of a
10 document as an exhibit at a deposition shall not in any way affect its designation as
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
12 ONLY."

13 Transcripts containing Protected Material shall have an obvious legend on the
14 title page that the transcript contains Protected Material, and the title page shall be
15 followed by a list of all pages (including line numbers as appropriate) that have been
16 designated as Protected Material and the level of protection being asserted by the
17 Designating Party. The Designating Party shall inform the court reporter of these
18 requirements. Any transcript that is prepared before the expiration of a 30-day period
19 for designation shall be treated during that period as if it had been designated
20 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety unless
21 otherwise agreed. After the expiration of that period, the transcript shall be treated
22 only as actually designated.

23 (c) for information produced in some form other than documentary
24 and for any other tangible items, that the Producing Party affix in a prominent place
25 on the exterior of the container or containers in which the information or item is stored
26 the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
27 EYES ONLY". If only a portion or portions of the information or item warrant
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1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s) and specify the level of protection being asserted.

3 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time. Unless a prompt challenge to a Designating
12 Party's confidentiality designation is necessary to avoid foreseeable, substantial
13 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
14 litigation, a Party does not waive its right to challenge a confidentiality designation by
15 electing not to mount a challenge promptly after the original designation is disclosed.

16 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process by providing written notice of each designation it is challenging
18 and describing the basis for each challenge. To avoid ambiguity as to whether a
19 challenge has been made, the written notice must recite that the challenge to
20 confidentiality is being made in accordance with this specific paragraph of the
21 Protective Order. The parties shall attempt to resolve each challenge in good faith and
22 must begin the process by conferring directly (in voice to voice dialogue; other forms
23 of communication are not sufficient) within 14 days of the date of service of notice. In
24 conferring, the Challenging Party must explain the basis for its belief that the
25 confidentiality designation was not proper and must give the Designating Party an
26 opportunity to review the designated material, to reconsider the circumstances, and, if
27 no change in designation is offered, to explain the basis for the chosen designation. A

1 Challenging Party may proceed to the next stage of the challenge process only if it has
2 engaged in this meet and confer process first or establishes that the Designating Party
3 is unwilling to participate in the meet and confer process in a timely manner.

4 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without
5 court intervention, the Challenging Party may file and serve a motion challenging
6 confidentiality under Civil Local Rule 7-4 *et seq.* (and in compliance with Civil Local
7 Rule 79-5, if applicable). Any motion brought pursuant to this provision must be
8 accompanied by a competent declaration affirming that the movant has complied with
9 the meet and confer requirements imposed by the preceding paragraph.

10 Frivolous challenges and those made for an improper purpose (*e.g.*, to harass or
11 impose unnecessary expenses and burdens on other parties) may expose the
12 Challenging Party to sanctions. Unless and until this Court entered an order changing
13 the designation of the challenged material, all parties shall continue to afford the
14 material in question the level of protection to which it is entitled under the Producing
15 Party's designation until the court rules on the challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1. Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this case
19 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
20 Material may be disclosed only to the categories of persons and under the conditions
21 described in this Order. When the litigation has been terminated, a Receiving Party
22 must comply with the provisions of section 15 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Order.

26 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
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1 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
2 only to:

3 (a) Counsel for the Receiving Party;

4 (b) the officers, directors, and employees of the Receiving Party to
5 whom disclosure is reasonably necessary for this litigation and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this litigation and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff, professional jury or trial consultants,
12 and Professional Vendors to whom disclosure is reasonably necessary for this
13 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
14 (Exhibit A);

15 (f) during their depositions, witnesses in the action to whom
16 disclosure is reasonably necessary and who have signed the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
18 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
19 depositions that reveal Protected Material must be separately bound by the court
20 reporter and may not be disclosed to anyone except as permitted under this Stipulated
21 Protective Order.

22 (g) the author or recipient of a document containing the information or
23 a custodian or other person who otherwise possessed or knew the information.

24 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
26 writing by the Designating Party, a Receiving Party may disclose any information or
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1 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
2 to:

3 (a) Counsel for the Receiving Party;

4 (b) Experts of the Receiving Party (1) to whom disclosure is
5 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment
6 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
7 in paragraph 7.4(a)(2), below, have been followed;

8 (c) the court and its personnel;

9 (d) court reporters and their staff, professional jury or trial consultants
10 (and mock jurors), and Professional Vendors to whom disclosure is reasonably
11 necessary for this litigation and who have signed the “Acknowledgment and
12 Agreement to Be Bound” (Exhibit A); and

13 (e) the author or recipient of a document containing the information or
14 a custodian or other person who otherwise possessed or knew the information.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
16 OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this action as
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY” that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification
22 shall include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or
24 order to issue in the other litigation that some or all of the material covered by the
25 subpoena or order is subject to this Protective Order. Such notification shall include a
26 copy of this Stipulated Protective Order; and

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1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this
5 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
6 EYES ONLY" before a determination by the court from which the subpoena or order
7 issued, unless the Party has obtained the Designating Party's permission. The
8 Designating Party shall bear the burden and expense of seeking protection in that
9 court of its confidential material – and nothing in these provisions should be construed
10 as authorizing or encouraging a Receiving Party in this action to disobey a lawful
11 directive from another court.

12 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
13 IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by
15 a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL – ATTORNEYS' EYES ONLY". Such information produced by
17 Non-Parties in connection with this litigation is protected by the remedies and relief
18 provided by this Order. Nothing in these provisions should be construed as prohibiting
19 a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request,
21 to produce a Non-Party's confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party's
23 confidential information, then the Party shall:

24 1. promptly notify in writing the Requesting Party and the
25 Non-Party that some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify the
5 Designating Party in writing of the unauthorized disclosures, (b) use its best efforts to
6 retrieve all unauthorized copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the "Acknowledgment and
9 Agreement to Be Bound" that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted to
21 the court.

22 12. MISCELLANEOUS

23 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the court in the future.

25 12.2. Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3. Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Party may not file in the public record in this action any Protected Material.
6 A Party that seeks to file under seal any Protected Material must comply with Civil
7 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
8 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
9 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
10 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
11 entitled to protection under the law. If a Receiving Party's request to file Protected
12 Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then
13 the Receiving Party may file the Protected Material in the public record pursuant to
14 Civil Local Rule 79-5(e)(2) unless otherwise instructed by the court.

15 13. FINAL DISPOSITION

16 Within 60 days after the final disposition of this action, as defined in paragraph
17 4, each Receiving Party must return all Protected Material to the Producing Party or
18 destroy such material. As used in this subdivision, "all Protected Material" includes
19 all copies, abstracts, compilations, summaries, and any other format reproducing or
20 capturing any of the Protected Material. Whether the Protected Material is returned or
21 destroyed, the Receiving Party must submit a written certification to the Producing
22 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
23 deadline that (1) identifies (by category, where appropriate) all the Protected Material
24 that was returned or destroyed and (2) affirms that the Receiving Party has not
25 retained any copies, abstracts, compilations, summaries or any other format
26 reproducing or capturing any of the Protected Material. Notwithstanding this
27 provision, Counsel are entitled to retain an archival copy of all pleadings, motion

1 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
2 deposition and trial exhibits, expert reports, attorney work product, and consultant and
3 expert work product, even if such materials contain Protected Material. Any such
4 archival copies that contain or constitute Protected Material remain subject to this
5 Protective Order as set forth in Section 4 (DURATION).

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7
8 DATED: 10-23-2015

Lois D. Thompson
Lois D. Thompson (Oct 23, 2015)

9 Attorneys for Plaintiff, Sharon T.

10
11
12 DATED: 10-23-2015

Eli Gordon
Eli Gordon (Oct 23, 2015)

13 Attorneys for Defendants, New
14 Directions, Inc.; A Community
of Friends; John Stewart Company;
and Geogery Williams

15
16 DATED: 10-23-2015

Kristin Ingulsrud
Kristin Ingulsrud (Oct 23, 2015)

17 Attorneys for Defendant, Unified
Protective Services, Inc.

18
19
20
21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22
23 DATED: 10/27/15

Charles F. Eizer
Name of Judge: CHARLES F. EIZER
United States District Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of

4 _____ [print or type full address], declare under penalty of perjury that

5 I have read in its entirety and understand the Stipulated Protective Order that was

6 issued by the United States District Court for the Central District of California on

7 [date] in the case of *Sharon T. v. New Directions, et al.* I agree to comply with and to

8 be bound by all the terms of this Stipulated Protective Order and I understand and

9 acknowledge that failure to so comply could expose me to sanctions and punishment

10 in the nature of contempt. I solemnly promise that I will not disclose in any manner

11 any information or item that is subject to this Stipulated Protective Order to any

12 person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court

14 for the Central District of California for the purpose of enforcing the terms of this

15 Stipulated Protective Order, even if such enforcement proceedings occur after

16 termination of this action.

17 I hereby appoint _____ [print or type full name] of

18 _____ [print or type full address and

19 telephone number] as my California agent for service of process in connection with

20 this action or any proceedings related to enforcement of this Stipulated Protective

21 Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____
[printed name]

26 Signature: _____
[signature]

28